

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name; that

I verily believe I am the original, first and sole inventor (if only one name is listed below) or a joint inventor (if plural inventors are named below) of the invention entitled:

CONFIGURABLE PACKET PROCESSOR

which is described and claimed in the attached specification.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge my duty to disclose information which is material to the patentability of this invention in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby appoint the following attorney(s) and/or agent(s), with full powers of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

<u>Name</u>	<u>Regn. No.</u>	<u>Name</u>	<u>Regn. No.</u>
Gerald O.S. Oyen	27,280	Thomas W. Bailey	36,411
Blake R. Wiggs	29,505	Gavin N. Manning	36,412
Bruce M. Green	30,524	George F. Kondor	40,477
David J. McGruder	32,375		

Please direct all telephone calls to Oyen Wiggs Green & Mutala at Tel. No. (604) 669-3432. Please direct all faxes to Oyen Wiggs Green & Mutala at Fax No. (604) 681-4081. Please address all correspondence to:

Oyen Wiggs Green & Mutala
Suite 480 - The Station
601 West Cordova Street
Vancouver, British Columbia
Canada V6B 1G1

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full name of sole
or first Inventor: DAVIS, Tom

Inventor's signature:



Date:

OCT. 23, 2001

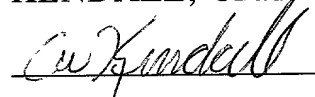
Residence Address: 302 Fairmont Avenue
Ottawa, Ontario
K1Y 1Y8 CANADA

Citizenship: Canadian

Mailing Address: Same as above.

Full name of
second Inventor: KENDALL, Chad

Inventor's signature:



Date:

Oct. 29, 2001

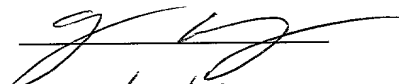
Residence Address: Apt. 107, 1610 West 12th Avenue
Vancouver, British Columbia
V6J 2E4 CANADA

Citizenship: Canadian

Mailing Address: Same as above.

Full name of
third Inventor: NAHUM, Shay

Inventor's signature:



Date:

23/oct/01

Residence Address:

1025 Grenon Avenue, Unit 712
Ottawa, Ontario
K2B 8S5 CANADA

Citizenship:

Canadian

Mailing Address:

Same as above.

TOTAL 668860

ASSIGNMENT

WHEREAS WE, DAVIS, Tom; KENDALL, Chad; NAHUM, Shay (hereinafter collectively called the "Assignors"), whose full post office addresses are respectively 302 Fairmont Avenue, Ottawa, Ontario, K1Y 1Y8 CANADA; Apt. 107, 1610 West 12th Avenue, Vancouver, British Columbia, V6J 2E4 CANADA; 1025 Grenon Avenue, Unit 712, Ottawa, Ontario, K2B 8S5 CANADA, are the inventors of certain inventions or improvements described and claimed in the application for United States Letters Patent executed concurrently herewith and entitled:

CONFIGURABLE PACKET PROCESSOR

AND WHEREAS, ALCATEL CANADA INC., (hereinafter called the "Assignee") whose full post office address is 600 March Road, Kanata, Ontario, K2K 2E6, CANADA is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries;

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, the Assignors, do hereby, both jointly and severally, sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and any and all continuations, divisions, renewals of or substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and WE assign to and authorize the Assignee to file in our names applications for Letters Patent for said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us, had this assignment, sale and transfer not been made;

AND WE hereby covenant that WE have full right to convey the entire interest herein assigned, and that WE have not executed and will not execute any agreement in conflict herewith, and WE further covenant and agree that WE will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and WE agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, any and

all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

2001. EXECUTED at KANATA, ONT this 23 day of OCT, 2001


Tom DAVIS

2001. EXECUTED at Burnaby, BC this 29 day of OCT, 2001

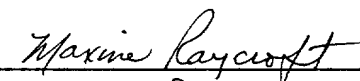

Chad KENDALL

2001. EXECUTED at KANATA, ONT this 23 day of oct,


Shay NAHUM

WITNESS ME. NOTARIAL CERTIFICATE

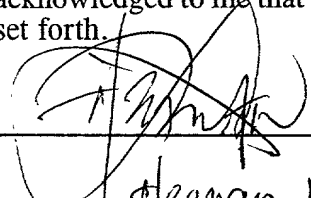
On this 23rd day of October, 2001, before me, personally appeared **Tom DAVIS**, known to me to be one of the individuals who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.


Maxine Rayscroft
7 Scheel Drive, Arnprior, Ont. K7S 3G8

Notary Public in and for the Province of _____, Canada.
My Commission is non-expiring.

WITNESS ME. NOTARIAL CERTIFICATE

On this 29th day of October, 2001, before me, personally appeared **Chad KENDALL**, known to me to be one of the individuals who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.


Herman Lim
163 West 62nd Ave.
Vancouver BC V6P 2E9

Notary Public in and for the Province of _____, Canada.
My Commission is non-expiring.

WITNESS M.R. NOTARIAL CERTIFICATE

On this 23rd day of October, 2001, before me, personally appeared Shay NAHUM, known to me to be one of the individuals who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.

Maxine Raycroft
Maxine Raycroft
7 Scheel Drive
Aurora, Ontario
K7S 3G8

Notary Public in and for the Province of _____, Canada.
My Commission is non-expiring.

STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted:

Alcatel Canada Inc.

By: (C/S)
HUBERT DE PESQUIDOUX
Title: CEO, ALCATEL CANADA INC
Date: NOVEMBER 19, 2001

TOT 277-6268660